

THIS DOES NOT  
CIRCULATE

11/77-12/31/78

1977-1978 SUSSEX COUNTY PROBATION OFFICERS' CONTRACT

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ARTICLE I - AGREEMENT

This agreement entered into this 22nd day of November, 1977, by and between the Judges of the County Court of Sussex County, New Jersey (hereinafter referred to as the Judges) and the Sussex County Probation Officers' Association (hereinafter referred to as the Association).

ARTICLE II - RECOGNITION

The Judges hereby recognize the Association pursuant to Chapter 123 of the Laws of 1974 as the sole and exclusive representative of the Senior Probation Officers and Probation Officers of the Sussex County Probation Department (hereinafter referred to collectively as probation officers) to negotiate matters relating to salaries and terms and conditions of employment pursuant to the provisions of N.J.S.A. 2A:168-1 et. seq.

The New Jersey Constitution, especially Article 6 as interpreted in Passaic County Probation Officers' Association v. The County of Passaic et. al.; statutes; court rules; and case law provide for the involvement of the Chief Justice and the Supreme Court, the Judge of the County in the administration of probation services. The parties hereby recognize and agree to respond and comply to the requests, promulgated standards and pronouncements of these aforementioned parties as they exercise their lawful rights.

ARTICLE III - SALARIES

Section 1

Effective January 1, 1977, two steps (step 6 and step 7) will be added to the salary ranges established in the 1976 Agreement. Each step will consist of \$300.

	Senior Probation Officer	Probation Officer
Minimum	\$10,840	\$ 9,300
Step 2	\$11,790	\$10,115
Step 3	\$12,740	\$10,930
Step 4	\$13,690	\$11,745
Step 5	\$14,640	\$12,560
Increment	\$ 950	\$ 815
Step 6	\$14,940	\$12,860
Step 7	\$15,240	\$13,160

LIBRARY

Office of Management and  
Labor Relations

1978

ROTCERS UNIVERSITY

Section 2

A. Effective January 1, 1977, each employee, who is not at maximum and meets the employment requirement (provision C), be advanced one step on the wage progression schedule, upon favorable recommendation of the Chief Probation Officer.

B. Effective January 1, 1978, each employee, who is not at maximum and meets the employment requirement (provision C), be advanced one step on the wage progression schedule, upon favorable recommendation of the Chief Probation Officer.

C. Employment Requirement. A new employee must be in the employ of the County for at least ninety (90) days during the previous calendar year in order to be entitled to any salary increases.

## ARTICLE IV - LONGEVITY

Employees must be full time permanent. Payment will be made in the 25th payroll of the year on a lump sum basis. Years of completed service shall be computed from December 16 of any given year to December 15 of the following year.

Should an employee be on leave of absence during the year in December, he/she would receive longevity pro rata based on the number of months he/she actually worked. Should an employee retire under pension regulations (and only upon retirement) during the year, in December, he/she would receive longevity pro rata based on the number of months he/she actually worked.

For the year 1977, from date of last hire, upon completion of:

5 thru 9 years	= \$ 50
10 thru 14 years	= \$100
15 years and over	= \$200

For the year 1978, from date of last hire, upon completion of:

5 thru 9 years	= \$ 50
10 thru 14 years	= \$100
15 thru 19 years	= \$200
20 thru 24 years	= \$300
25 years or over	= \$400

Under pension regulations, longevity paid on a lump sum basis is not subject to pension contributions and, therefore, not creditable for pension purposes.

## ARTICLE V - PROMOTIONS

Salary adjustment upon promotion from Probation Officer to Senior Probation Officer shall be as follows:

The new salary for the promoted officer shall be determined by moving to the next highest step in the Senior Probation Officer's range immediately above the individual officer's existing salary as of the date of promotion, plus one additional increment of \$950. (Example: A permanent probation officer receiving a salary of \$12,560 is promoted to senior probation officer and the officer's new salary is determined by moving to the next highest step in the senior probation officer's range \$12,740 and adding one increment of \$950, bringing the new salary to \$13,690).

## ARTICLE VI - MEAL ALLOWANCE

Probation officers, who are required to remain on duty after the hour when the department has normally closed and through the supper hour from 6:00 to 8:00 P.M., shall be paid a meal allowance of up to \$4.00. Reimbursement shall be made by voucher in accordance with the provisions of N.J.S.A. 3A:168-8.

## ARTICLE VII - TUITION REIMBURSEMENT

The Board of Chosen Freeholders agrees to appropriate monies totaling \$500. annually (non-accumulative under State regulations) to provide a 50% tuition reimbursement to employees of Sussex County who intend to take a course which is clearly job-related. This program will be administered by the County Administrator.

An employee must be full time and permanent. The Board will reimburse 50% of the costs of tuition and registration for all courses taken in accredited institutions approved by the County Administrator. An interested employee must submit a written request for approval and authorization prior to registration for course work (form TR-1). Tuition Reimbursement forms are available through the Personnel Office. The request must be presented to the Chief Probation Officer for initial approval and the County Administrator for final approval and authorization. The Officer will be notified of the eligibility or reason of ineligibility of his/her application. Within four (4) weeks after completion of the course work, the Officer must submit to the County Administrator via the Chief Probation Officer the CERTIFICATION OF SUCCESSFUL COMPLETION OF COURSE WORK (form TR-2), for processing and reimbursement. This form, which must be submitted by the Officer to the accredited institution for certification as evidence of successful completion and expenses, is available from the Personnel Office.

When the \$500. appropriation is expended, there will be no further reimbursements during that fiscal year. This program shall be subject to any and all regulations as set by the County Administrator.

## ARTICLE VIII - HOLIDAYS

Section 1

The twelve legal holidays presently observed shall continue to be observed under this Agreement (New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day). Also to be observed are any other holidays declared by the legally constituted authorities of the County, Governor or President.

When a holiday, as above, falls on a Saturday, it shall be observed on the preceding Friday. When a Holiday falls on a Sunday, it shall be observed on the following day, Monday.

Since the Governor of New Jersey has declared Martin Luther King's Birthday as a legal holiday for 1978, the County will also observe the day.

A day's holiday pay shall be equal to the employee's pay for his/her regular scheduled work day.

Section 2

If a probation officer is required to work a legal holiday or other day off granted by the judiciary which directly affects the officer, he/she shall be granted an equivalent amount of time off.

## ARTICLE IX - VACATION AND OTHER LEAVES

Section 1 - Vacation

All officers shall be granted vacation leave, based upon the following from date of last hire:

First year - 1 day per month to end of calendar year

Upon completion of: 1 thru 9 years - 12 days per year  
10 thru 19 years - 15 days per year  
20 or more years - 20 days per year

Effective January 1, 1978

First year - 1 day per month to end of calendar year

Upon completion of: 1 thru 5 years - 12 days per year  
6 thru 7 years - 13 days per year  
8 thru 15 years - 15 days per year  
16 thru 20 years - 20 days per year  
21 thru 26 years - 23 days per year  
27 years or more - 25 days per year

Employees on the payroll as of January 1 of any calendar year shall on that January 1 be credited in advance with vacation entitlement in accordance with the foregoing schedule, provided, however, that if the Officer works less than twelve months in the calendar year, he/she is entitled to a pro rata share of such vacation entitlement. An employee who has used more vacation time than he/she is entitled to at the time of his/her severance shall have an amount equal to his/her daily rate at time of

severance deducted from his/her final pay for each day of vacation the officer has used in excess of the number of days to which he/she is entitled.

Employees shall submit requests for vacation times of five (5) consecutive work days or more to the Chief Probation Officer in writing no later than four (4) weeks before the requested vacation, with first and second choices. The Chief Probation Officer shall answer the request in writing within five (5) working days. The requested vacation shall be scheduled where practicable on the basis of seniority. Vacations of less than five (5) consecutive work days should be requested in writing four (4) working days, where possible, before the requested vacation leave. The Chief Probation Officer should answer the request in writing no later than two working days before the requested vacation leave.

The Chief Probation Officer shall attempt to schedule work, insofar as possible, to preclude changes in the vacation scheduling.

Any officer whose service with the employer terminates, shall have unused vacation time paid to him/her or the employee's legal representative in the event of his/her death.

No vacation days shall be taken for less than half day and providing it is mutually agreed by the officer and the Chief Probation Officer.

Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the Chief Probation Officer unless the Chief Probation Officer determines that it cannot be taken because of pressure of work. One week (5 days) vacation may be automatically carried forward into the new year. A request in writing to the Chief Probation Officer, and approved by the Chief Probation Officer, is required in order to carry forward additional vacation time up to a maximum of one year's allotment. The County Administrator shall review this request.

## Section 2 - Sick Leave

All officers shall be granted sick leave based upon the following from date of last hire:

14 days per month in the first year of service, then  
15 days per calendar year.

All unused sick leave may be accumulated from year to year.

Officers absent from work on sick leave shall submit themselves to a physical examination monthly by the County Physician, who shall make a report to the Judges as to said officer's ability to return to work. If the County Physician should determine that the officer could return to work, but is not qualified to perform his/her regular duties, then the Chief Probation Officer and the Judges shall determine what other type of work duties, if any, shall be assigned to such officer.

An officer, upon retiring, shall be paid for  $\frac{1}{4}$  of the unused sick leave he/she accumulated prior to December 31, 1975, and  $\frac{1}{4}$  of the unused sick leave he/she accumulates thereafter, up to a maximum of \$12,000. Sick leave used after January 1, 1976 shall be charged against the December 31, 1975 balance. The officer shall be compensated for this accumulated time at his/her daily rate of pay at date of retirement.

An officer whose employment is terminated for reasons other than retirement will not be paid for accumulated sick leave.

Civil Service Rule 4:1-17.18, "Verification of Sick Leave" shall apply to all officers.

### Section 3 - Other Leaves

A. Personal Leave All officers shall receive three days leave per year for personal business, non-accumulative. No personal days shall be taken for less than a half day and providing it is mutually agreed by the officer and the Chief Probation Officer. An officer must give the Chief Probation Officer 24 hours notice, when possible, before taking personal leave.

B. Bereavement Leave All officers shall receive three (3) days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, brother-in-law, sister, sister-in-law and grandparents; such leave being separate and distinct from any other leave time. The officer shall be allowed three days per incident.

C. Jury Duty Should an officer be obligated to serve as a juror he/she shall not lose any pay for time spent for jury duty.

D. Snow Days The Board of Freeholders reserves the right to declare a snow day for all departments including the County Library and the Welfare House.

Should an employee report for work and subsequently the Board decides to close County offices, such employee who reports to work shall be credited for the day's work. There shall be no charge against his/her benefit leave time. Should the Board close County offices before the start of a work day, all employees scheduled to work that day will be credited with a day's work. There shall be no charge against his/her benefit leave time.

Notification of snow days will be made by radio announcements on a local radio station at 6 AM and/or 7 AM and periodically during that day.

If the Board does not declare a snow day, an employee who does not report to work will be charged with either a personal leave day or a vacation day.

If the Board decides to close County offices after the start of a work day, all offices will remain open until notification from the Board.

In the event the Courts are not closed on a declared snow day, the probation officers will be expected to be on duty to service the Courts.

Snow days may not be taken in the form of compensatory time or accumulated. If the employee is reasonably late in reporting to work because of the weather, that employee shall be credited with a full working day.

E. Leaves of Absence The appointing authority after consultation with the Board of Freeholders may grant the privilege of a leave of absence without pay to a permanent employee for a period not to exceed six (6) months at any one time, provided all vacation time earned has been used first. Such leaves may be renewed for an additional period of six (6) months only by formal action of the appointing authority after consultation with the Board. A leave of absence to a temporary or provisional employee may not be granted.

The employee on leave of absence shall be responsible for the employee's share of pension and contributory insurance premiums. Such premiums shall be deducted from the employee's pay check upon certification from the Division of Pensions.

The employee on leave of absence shall be responsible for payment of all hospitalization coverage premiums. Failure to reimburse the County for these premiums within 60 days, or provide substantial reason for not reimbursing the County, will result in cancellation of the employee's coverage. The employee shall not be reimbursed for Medicare B during leave of absence.

Employees on leave of absence shall not accumulate or be eligible for vacations, sick leave, personal leave or holidays.

Maternity Leave An officer shall notify the Chief Probation Officer, appointing authority and the Personnel Office of her pregnancy as soon as it is medically confirmed. Said officer may request a maternity leave without pay as aforementioned. A maternity leave of absence shall be for a period of not more than one year (two consecutive six month periods). The officer may elect to return at an earlier date, provided the officer shall be deemed medically fit to resume the duties and responsibilities of her position.

An officer on maternity leave shall be responsible for pension, contributory insurance and hospitalization coverage premiums as aforesaid.

Other Leaves Employees entitled to receive Workmen's Compensation Insurance shall be paid their regular salary for the first five days after the injury on the job without charges against their sick leave, vacation time or personal leave, but thereafter the employee shall be paid his/her Workmen's Compensation Insurance payment as determined by the proper authorities. However, the time that the employee shall be paid Workmen's Compensation Insurance payments shall not be charged against his/her sick leave, vacation time or personal leave, but said employee shall be paid for any holidays which may occur during the time that he/she is receiving compensation. Further during the time that the employee is receiving Workmen's Compensation Insurance, the County shall assume both the County share and the employees' share of pension costs (but not contributory insurance) and the costs for all health benefits, excepting however, if the employee fails to reimburse the County for contributory insurance.

Military and all other leaves shall be granted in accordance with N.J.A.C. 4:1-17, "Leaves of Absence".

#### ARTICLE X - MEDICAL AND OTHER BENEFITS

Employees whose regular work week is at least twenty hours or more are eligible for Blue Cross, Blue Shield, Rider J and Major Medical Insurance. Coverage shall begin the first of the month after two months of employment, providing that the proper application is completed and filed with the Central Personnel Office. The plan includes coverage for the employee and eligible immediate family members and shall be fully paid for by the County.

The Board also agrees to reimburse eligible employees for their premium charges under Part B of the Federal Medicare Program for themselves and their spouses, provided the County voucher is submitted by the employee to the Personnel Office. Such vouchers are to be submitted during July and January for the previous six months.

The County shall pay the premium charges for certain eligible retirees and their eligible dependents (but not including survivors) for Blue Cross, Blue Shield, Rider J and Major Medical Insurance provided such persons retired from County service after twenty-five (25) years or more of contributions to the pension system and provided such retirees apply for coverage under Part B of the Federal Medicare Program. The County will also reimburse such retirees for their premium charges under Part B of the Federal Medicare Program for themselves and their spouses, provided a County voucher is submitted to the Central Personnel Office. Such vouchers are to be submitted during July and January for the previous six months.

Upon an employee's termination, insurance coverage will be discontinued the first of the month after one month.

All rights, benefits, eligibility requirements, etc. shall be governed by the applicable policy of insurance.

#### ARTICLE XI - GRIEVANCE PROCEDURE

As authorized by N.J.S.A. 34:13A-5.3 and in conformance with the provisions of P.E.R.C. Rules 19:12-5.3 and 19:12-5.4, the parties agree that a complaint or grievance of any probation officer relating to the interpretation, application or violation of policies, agreements and administrative decisions affecting them, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

##### Step 1

The grievance shall first be taken to the officer's immediate supervisor



who shall make an effort to resolve the problem within a reasonable period of time; within three (3) working days, if possible. At this level, a complaint or grievance need not be in writing. The time limit in this step may be extended by mutual consent;

#### Step 2

If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter. In the case of absence of the Chief Probation Officer, the grievance may be handled by a designated assistant or it may proceed to the next step with the approval of both parties. The time limit in this step may be extended by mutual consent;

#### Step 3

If the aggrieved officer is not satisfied with the decision of the Chief Probation Officer, he/she may choose to utilize one of the following two options for a final determination of the grievance:

- a. The officer may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency provided that the Commission agrees to hear the case;
- b. He/she may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate any Court employee or other representative who is not an employee of the Courts to hear and make recommendations to them for disposition.

All grievances and complaints that are related to judicial policy and/or the authority of the Chief Justice, Supreme Court, Administrative Director of the Courts or the Assignment Judge under Rule 1:34-4 and any other applicable Statute or Court Rule shall be limited to Step 3(b). In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his/her own choosing, or by a bona fide member of the Union designated to represent him/her pursuant to this Agreement.

Notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other Statute, grievance procedures established by agreement between the public employer and the representative organization shall be utilized for any dispute covered by the terms of such agreement. (N.J.S.A. 34:13A-5.3)

Hearings and/or meetings resulting from the implementation of Step 2 of this grievance procedure, shall be held after the normal workday.

## ARTICLE XII - SAVINGS CLAUSE

Should any article, section or provision of this agreement be found illegal, unenforceable, null, void or in violation of any law, all other articles, sections and provisions of this agreement shall remain, nonetheless, in full force and effect.

## ARTICLE XIII - CONCLUSIVENESS OF AGREEMENT

This agreement constitutes the final and complete understanding between the parties on all bargainable issues, subject to the right of the parties to reopen discussion on any such issue, but only by their mutual consent and upon the happening of some unforeseen event.

## ARTICLE XIV - DURATION OF CONTRACT

Section 1

The provisions of this agreement shall be retroactive to January 1, 1977, and shall remain in full force and effect until December 31, 1978. By mutual concurrence of the parties, they may be continued for an additional time period.

Section 2

A written notice to terminate or modify this agreement is required to be given at least 30 days prior to December 31, 1978.

FOR THE JUDGES:FOR THE ASSOCIATION:

  
Frederic G. Weber

  
Warren Hunsle

  
Robert E. Benson

*Dated*  
*November 22, 1977*